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11 **IN THE UNITED STATES DISTRICT COURT**

12 **FOR THE DISTRICT OF NEVADA**

13 MICHAEL L. GAGLIANO,

14 Plaintiff,

15 v.

16 PLUSFOUR, INC., AND

17 TRANS UNION LLC,

18 Defendants.

Case No. 2:21-cv-00462-RFB-NJK

AGREED PROTECTIVE ORDER

20 Pending before the Court is Plaintiff Michael L. Gagliano and Defendants Trans Union
21 LLC and PlusFour, Inc.'s (collectively the "Parties") Agreed Motion for Protective Order. After
22 considering said Motion, the Court finds that it should be GRANTED. It is therefore, ORDERED
23 that the parties herein comply with the provisions of this Order set forth below.

24 Plaintiff Michael L. Gagliano has filed this lawsuit (the "Litigation") against Defendants
25 Trans Union LLC and PlusFour, Inc. ("Defendant"), alleging that Defendants are liable to Plaintiff for
26 damages resulting from alleged violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et*
27 *seq.* In connection with the Litigation, Plaintiff has sought discovery or testimony regarding
28 certain of Defendants' confidential and proprietary trade secrets and other business information

1 and Defendants have sought discovery or testimony regarding the personal identifying
2 information of Plaintiff (herein after collectively referred to as the “Confidential Information”).

3 As a means of avoiding continued dispute with respect to any Parties’ requests for the
4 Confidential Information, the Parties have agreed to produce certain Confidential Information
5 pursuant to the terms of this Order.

6 All Confidential Information shall only be utilized by the Parties in connection with the
7 Litigation and in accordance with the terms and conditions of this Order.

8 The Parties shall have the right to designate as Confidential Information any part or the
9 whole of any answers to discovery, answers to interrogatories, answers to requests for admission,
10 deposition transcripts, responses to production requests, documents, expert reports, disclosures,
11 exhibits, trial or deposition testimony or other information that the Parties deem to be
12 confidential. Any document, discovery, testimony, or other information that the Parties have
13 designated as Confidential Information shall constitute Confidential Information, both in form
14 and substance.

15 The Confidential Information provided by any of the Parties shall be used strictly in
16 accordance with the terms in this Order. At no time shall the Confidential Information be
17 disclosed to or used by any person, corporation, or entity in competition with or against any of the
18 Parties.

19 The Parties may designate any document, discovery, or other information as Confidential
20 Information by an appropriate marking that prominently displays the words “Confidential” or
21 “Confidential Information”. Deposition or trial testimony can be designated by the Parties as
22 Confidential Information. Such designation will be made on the record if possible, but the Parties
23 can designate portions of such testimony as Confidential Information by providing written notice
24 of such designation to the opposing Parties within thirty (30) days of receipt of the transcribed
25 testimony by counsel. Until thirty (30) days after receipt of the transcribed testimony, such
26 testimony shall be treated by the Parties as Confidential Information.

1 The Parties, their attorneys, or anyone else acting on their behalf shall take such
2 precautions with the Confidential Information as are necessary to strictly maintain its
3 confidentiality and comply with the terms of this Order.

4 Unless otherwise ordered by the Court, or agreed to in writing by the Parties, information
5 designated by any of the Parties as Confidential Information shall not be revealed to any person or
6 entity except: (i) the parties, their attorneys and their attorneys' support staff employees who
7 perform work tasks related to this case; (ii) qualified persons taking testimony involving such
8 material and necessary stenographic and clerical personnel; and (iii) expert witnesses and their
9 staff employed for this litigation after such experts have signed the acknowledgment attached as
10 Exhibit A; (iv) present or former employees of the producing party in connection with their
11 depositions in this action, including witnesses produced pursuant to Fed. R. Civ. P. 30(b)(6);
12 (v) witnesses who are deposed in this action or who are called to testify as witnesses at any hearing
13 in this action, but only in preparation for the deposition or hearing and only as to such material in
14 which the witness is identified as an originator, author, addressee, or recipient of the original or a
15 copy; (vi) outside professional vendors that provide litigation support services, such as
16 photocopying, imaging, videotaping, exhibit preparation, etc. after such vendors have signed the
17 acknowledgment attached as Exhibit A, and (vii) the Court, Court personnel, and members of any
18 jury impaneled to hear this case.

19 See order issued concurrently herewith.

20
21 In the event a Party disagrees with the designation of Confidential Information, the Parties
22 shall first try to resolve the disagreement in good faith on an informal basis, such as the production
23 of redacted copies. In the event such a dispute cannot be resolved by agreement, a Party may move
24 the Court for modification of this Order. The Confidential Information designation shall be
25 maintained pending disposition of such a motion.

26 This Order shall govern pretrial proceedings only, and nothing set forth herein prohibits the
27 use at trial of any Confidential Information or affects the admissibility of any evidence. The
28 procedures to govern the use and disclosure of Confidential Information and the redaction of any

1 “Confidential” or “Confidential Information” designation may be the subject of further agreement
2 of the Parties or order of the Court.

3 Nothing herein shall be construed as limiting a Party’s use of its own Confidential
4 Information and such use shall not constitute a waiver of the terms of this Order or the status of
5 such information as Confidential Information. Any of the Parties can remove their designation of
6 Confidential Information from any information it has previously so designated.

7 The Parties cannot use or disclose any Confidential Information in any pretrial court
8 proceeding that is open to persons not authorized to have access to such Confidential Information
9 under the terms of this Order. See order issued concurrently herewith.

11 Third parties who are the subject of discovery requests, subpoenas or depositions in this
12 case may take advantage of the provisions of this Protective Order by providing the Parties with
13 written notice that they intend to comply with and be bound by the terms of this Protective Order.

14 Within sixty (60) days after the final resolution of the Litigation, including any appellate
15 proceeding, the Parties agree to return to opposing counsel the original and any copies of any
16 Confidential Information produced.

17 IT IS SO ORDERED.

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19 SIGNED this 26th day of May 2021.

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23 **HONORABLE NANCY J. KOPPE**
24 UNITED STATES MAGISTRATE JUDGE
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27
28

1 **AGREED:**

2
3 /s/ Kevin L. Hernandez

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10 /s/ Garrett R. Chase

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19 ***Counsel for PlusFour, Inc.***

EXHIBIT A

The undersigned has read and understands the terms of the Agreed Protective/Confidentiality Order effective in this case, *Michael L. Gagliano v. PlusFour, Inc., et al.*, Civil Action No. 2:21-cv-00462-RFB-NJK, which is currently pending in the United States District Court for the District of Nevada, Las Vegas Division. The undersigned agrees (i) to abide by the terms of the Agreed Protective/Confidentiality Order; (ii) not to use or divulge, under penalty of law, any documents, materials or other information covered by the Agreed Protective/Confidentiality Order, including Confidential Information, except as permitted by the terms of the Agreed Protective/Confidentiality Order; and (iii) to submit to the jurisdiction of the United States District Court for the District of Nevada, Las Vegas Division for resolution of any issues arising under the Agreed Protective/Confidentiality Order.

Dated: _____

Signed: _____

Printed: _____